oral agreement. *Held*, that it is void within the Statute of Frauds. *Reeve* v. *Jennings*, [1910] 2 K. B. 522.

A contract of employment which in terms binds neither party definitely for more than one year need not be in writing, though the expectation be that it will extend over a longer period. *Carnig* v. *Carr*, 167 Mass. 544. Moreover, the weight of authority probably is that a contract is not within the statute, if it is intended that one of the parties complete his performance within a year. *Donellan* v. *Read*, 3 B. & Ad. 899; *Curtis* v. *Sage*, 35 Ill. 22; *Sauser* v. *Kearney*, 126 N. W. 322 (Ia.). There is considerable authority against this view, however, and on principle it is difficult to understand how an "agreement" may be "performed," within the language of the statute, by fulfilment on one side only. *Pierce* v. *Paine*, 28 Vt. 34; *Marcy* v. *Marcy*, 9 Allen (Mass.) 8. But in the principal case the three-year prohibition precludes performance by the defendant within one year, and justifies the inference that the parties expected that the plaintiff should employ him for a longer period. This intention and expectation of the parties is entitled to weight. *Roberts* v. *Tucker*, 3 Exch. 632; *White* v. *Fitts*, 102 Me. 240. Thus the case does not come within the exception stated, and the decision shows a wholesome disinclination to subject the statute to further encroachment by judicial interpretation.

STATUTE OF FRAUDS — CONTRACTS NOT TO BE PERFORMED WITHIN A YEAR — WHETHER PROVISION APPLIES TO CONTRACTS FOR SALE OF GOODS. — The plaintiff and defendant entered into an oral contract for the sale of goods, not to be performed within a year. There was a part performance sufficient to take the case out of section 4 of the Sale of Goods Act, formerly section 17 of the Statute of Frauds. *Held*, that section 4 of the Statute of Frauds, relating to contracts not to be performed within a year, is applicable to contracts for the sale of goods. *Prested Miners Gas Indicating Electric Lamp Co.* v. *Garner*, [1910] 2 K. B. 776.

This point is definitely decided for the first time. In a few American cases it has been held that section 4 of the Statute of Frauds applies to contracts for the sale of goods, but it does not appear that the contention of the plaintiff in the principal case was made. *Saunders* v. *Kastenbine's Ex'r*, 45 Ky. 17; *Atwood's Adm'r* v. *Fox*, 30 Mo. 499. This view seems consistent with the general principles of statutory construction, which require that a statute be considered as a whole, and full effect given to every word not repugnant to the rest of the act. *United States* v. *Bassett*, Fed. Cas. No. 14,539. If general words are used, they are to be interpreted according to their logical and grammatical meaning. *Beckford* v. *Wade*, 17 Ves. Jr. 87; *Jones* v. *Jones*, 18 Me. 308.

SUBROGATION — STRANGER PAYING OFF MORTGAGE UNDER MISTAKE OF FACT SUBROGATED TO RIGHTS OF MORTGAGEE. — At A's request, and on A's promise to give him a new mortgage, B paid off an incumbrance. B supposed A owned the land, but in fact it was owned by A's wife. She knew nothing of the transaction, and refused to give B the new mortgage. *Held*, that a stranger who pays off a mortgage under a mistake of fact, even though not at the request of the mortgagor, may be subrogated to the rights of the mortgagee. *Butler* v. *Rice*, 103 L. T. Rep. 95 (Eng., Ch. D., May 25, 1910).

In certain cases where a stranger has satisfied the obligation of a debtor, equity, to prevent unjust enrichment, will revive the obligation and enforce it for his benefit. *Crippen* v. *Chappel*, 35 Kan. 495. But where an attempt has been made to extend this doctrine beyond payments to protect actual interests of the third party, or payments at the express request of the debtor, many courts have stumbled over the maxim that "equity does not protect a volunteer." Thus where a third party paid a mortgage, erroneously supposing himself to be the owner of the land, restitution was refused. *Wadsworth* v. *Blake*, 43 Minn.

509. So too where the request was from one whom he erroneously supposed to have authority. *Campbell* v. *Foster Home Association*, 163 Pa. St. 609. It is submitted, however, that if one acts under a *bonâ fide* belief in a state of fact or law which, if true, would justify the payment, he ought not to be regarded by equity as a mere officious intermeddler. No new burden is created, and the debtor ought not to be allowed to escape the old obligation at the expense of an innocent third party. This doctrine is upheld by an increasing body of authority. *Coudert* v. *Coudert*, 43 N. J. Eq. 407; *Capehart* v. *Mhoon*, 58 N. C. 178; *Crumlish's Adm'r* v. *Central Improvement Co.*, 38 W. Va. 390.

TRADE-MARKS AND TRADE-NAMES — PROTECTION APART FROM STATUTE — SITUS OF PROPERTY RIGHT. — For many years the plaintiffs had been supplying the English trade, from their French distillery, with a liqueur which they called "Chartreuse." The French government confiscated their distillery and transferred the trade-name to the defendants, who thereupon invaded the English market with a pseudo-"Chartreuse." The plaintiffs continued to supply England from their new Spanish distillery, and sought to have the defendants enjoined from using the name. *Held*, that the defendants be enjoined. *Lecouturier* v. *Rey*, [1910] A. C. 262.

Both the American and the English rights to the trade-name "Chartreuse" are now determined, and the House of Lords and the Circuit Court of Appeals of the United States have both determined them in the same way. For a discussion of the American case, see 21 HARV. L. REV. 361, 373.

TRIAL — VERDICTS — CORRECTION OF RECORD. — In an action for negligence against two co-defendants, the jury immediately upon retiring decided in favor of one defendant, and were discussing the liability of the other. When asked by an officer of the court whether they had agreed upon a verdict, the foreman replied in the negative. Thereupon the clerk of court by mistake entered a disagreement. A motion was made by the one defendant on the affidavits of all the jurors to correct the record, and enter a verdict for him. *Held*, that the motion should be granted. *Wirt* v. *Reid*, 138 N. Y. App. Div. 760.

The court in this case is trying to avoid a technicality of practice, and reach justice as between the parties. But a distinction must be drawn between agreeing upon a verdict, rendering a verdict, and recording a verdict. Where a correctly rendered verdict has been wrongly recorded, the minutes may be amended. *Tomes* v. *Redfield*, Fed. Cas. No. 14,085. Where by mistake the foreman announces in court a verdict different from that agreed upon by the jury, the error may be corrected. *Dalrymple* v. *Williams*, 63 N. Y. 361. In the principal case, however, no verdict was ever pronounced. As to one defendant the jury had reached a conclusion which they intended to give as a verdict, but they were not bound by that intention. At any time before that verdict was rendered in court, any juror was at liberty to change his mind. This mere intention, which did not bind even the jurors, the court records as a verdict binding upon the parties. As the jury was dismissed without giving any valid verdict, this was a mistrial. See *Fisk* v. *Henarie*, 32 Fed. 417, 427.

UNFAIR COMPETITION — MEANS UNLAWFUL AS AGAINST THIRD PERSONS — MEASURE OF DAMAGES. — The plaintiff's patent on drill chucks having expired, the defendant began to manufacture chucks of exactly the same size, style, and character, also duplicating the plaintiff's advertising cuts and printed matter. In a suit for an injunction the plaintiff prayed also for damages and an accounting of profits. Evidence was given as to the number of the defendant's sales but not as to his profits. *Held*, that in the absence of such evidence the profits that the plaintiff would have made on such sales determined the measure of damages. *Westcott Chuck Co.* v. *Oneida Nat. Chuck Co.*, 199 N. Y. 247.